Montgomery County Department of Transportation Division of Parking Services Amended and Restated Turnkey Agreement Contract No. 1030213 Amendment No. 2

This Amendment is by and between Montgomery County, Maryland (the "County") and Wheaton/Silver Spring, LLC, (the "Contractor" or "Developer"), 7200 Wisconsin Avenue, Suite 700, Bethesda MD (collectively, the "Parties").

I. Background

The County and Developer entered into a General Development Agreement dated August 22, 2014 (the "GDA") pursuant to which, among other things, the County selected the Developer in connection with the development, design, and construction of (i) a Class A commercial office building containing approximately 308,000 square feet to be owned by the Maryland-National Capital Park and Planning Commission (the "Commission") and to be occupied by the Commission, the Department of Permitting Services (DPS), the Department of Environmental Protection (DEP), Department of Recreation (Rec), Community Use of Public Facilities (CUPF), Mid-County Regional Services Center (RSC), and the Wheaton Urban District, including an underground public parking facility containing approximately 397 parking spaces to be owned by the County, and (ii) a town square to be owned by the County (the "Project").

Further, the County and the Developer entered into the Amended and Restated Turnkey Contract dated October 17, 2017 in the amount of \$152,076,463 for the construction of the 14-story 308,000 square-foot Class A, LEED Platinum office building and Town Plaza (the "Turnkey Agreement").

Pursuant to the Montgomery County Code § 11B-1 and the Code of Montgomery County Regulations § 11B.00.01.11, and as approved by the Contract Review Committee, the Parties hereby seek to amend Contract No.1030213 to increase the Guaranteed Maximum Price ("GMP") by a total of \$5,642,513 from \$152,076,473 to \$157,718,986. The increase in the GMP accounts for the additional Work that will be added to the Developer's Scope of Work, as further set forth in this Amendment (\$5,223,545) and Change Orders issued to date in the amount of \$418,968.

II. Additional Scope of Work

The County now requires the Developer's services for two additional services: (1) Furniture and (2) Photovoltaic System (Solar Power Electric System). The Scope of Work and terms of these additional scopes are set forth below.

1. Furniture

1.0 DESIGN AND COORDINATION

1.1 Developer shall oversee, coordinate, design, procure and assemble furniture for the Project including furniture selection, furniture design, furniture procurement, furniture delivery, and

- furniture assembly for furniture the floorplan for which is shown in Attachment "A", attached hereto for reference only,
- 1.2 Developer shall coordinate with the seven building tenants (MNCPPC, DPS, DEP, REC, CUPF, RSC, and HHS) in the design and selection of furniture,
- 1.3 Developer shall properly locate and situate furniture on respective floorplans and in coordination with building power and data supplies,
- 1.4 Developer shall coordinate design and layout for penetrations through post-tensioned floor systems to provide electrical power and data to work stations (systems furniture).
- 1.5 The cost associated with relocating building power and data supplies, if required, will be covered by the contingency included in the Furniture Allowance.
- 1.6 Developer shall proceed with furniture design in accordance with the floor plans as shown in Attachment "A".

2.0 EXISTING FURNITURE INVENTORY

- 2.1 Developer shall assist the County in the acquisition of an inventory of existing enclosed office furniture of the seven tenants.
- 2.2 Developer shall assist the County in review of the inventory to determine additional furniture requirements, if any. However, performing inventory, tagging and relocation of furniture is not included in the Scope of Work.

3.0 SPECIFICATION DEVELOPMENT, ALLOWANCE OPTIMIZATION, AND PROCUREMENT

- 3.1 The Developer shall oversee, evaluate, and optimize the County's furniture Allowance and assist in the selection and procurement of furniture in accordance with the County's established Allowance of \$4,824,545, however, the Developer shall not bear responsibility for the amount of furniture the County can procure within its Allowance.
- 3.2 Upon approval of the workstation design, furniture plans and furniture list specify furniture for bidding in the following order of purchasing priority: workstations, workstation task chairs, ancillary furniture, conference room furniture, and pantry and lounge furniture, or as modified in writing by the County.
- 3.3 Developer shall submit furniture design for review and approval by the County.
- 3.4 Furniture design shall include all materials, fabrics, and accessories necessary to fully describe the quality of the furniture being procured by the Developer.
- 3.5 Upon concurrence of the County, Developer shall meet with all seven (7) tenant groups for review and approval of finishes and detail prior to proceeding with final specifications for bidding by the Developer.
- 3.6 Developer shall finalize the furniture scope and associated cost estimate and present same to the County for review and approval prior to solicitation by the Developer for bids and Developer's procurement.
- 3.7 Following receipt of bids, Developer shall recommend selection options to the County in consideration of established priorities,
- 3.8 As part of the Developer's procurement process, Developer shall require furniture proposers to submit a fabrication, delivery, and setup schedule as part of the bid submittal,

- 3.9 Developer shall require a Quality Assurance/Quality Control plan acceptable to the County as part of the bid submittal to the Developer,
- 3.10 Developer shall solicit and review bids from furniture suppliers and make a recommendation to the County of the lowest responsive, responsible, best-value proposal. This includes the solicitation of bids from holders of existing County furniture contracts,
- 3.11 Upon approval by the County, Developer shall procure furniture including manufacture, freight, delivery, and set-up on all 14-floors of the County Office Building in accordance with approved specifications,
- 3.12 The Cost Estimate including Design and Coordination, Reimbursables, Furniture Procurement and Assembly, Contingency, and Developer Fee is included in Attachment "B".

4.0 MANUFACTURING, DELIVERY, AND ASSEMBLY

- 4.1 Developer shall monitor the furniture fabrication process to assure all Quality Assurance/Quality Controls have been met.
- 4.2 Developer shall oversee the delivery and assembly of the furniture including development of a punch list(s) to be completed before acceptance by the County.
- 4.3 Developer shall provide all tenants with a schedule of furniture delivery.
- 4.4 Developer shall obtain and verify one record copy of operations and maintenance manuals, obtain and verify record drawings, obtain and verify product warranty documents and forward product warranty to Owner.
- 4.5 Developer shall be responsible for any damage to the Work set forth in the Amended and Restated Turnkey Contract done by Developer or its contractors during the performance of this Scope of Work.

5.0 FURNITURE PROJECT SCHEDULE

- 5.1 The Developer shall periodically update the Furniture Project Schedule for the County's review and approval, upon the County's request.
- 5.2 The Furniture Project Schedule is as follows:

Notice to Proceed March 27, 2019 Tenant Meetings to Review Specs 27 Mar - 8 Apr 2019 Tenant Review of Specs (15 days) 17 Apr – 2 May 2019 **Incorporate Comments** 8 May - 21 May 2019 Tenant Final Review of Specs (15 days) 23 May - 7 June 2019 Specifications for Bidding Due June 28, 2019 Bidding for Developer's Procurement July - August 2019 Submit Bid Recommendation for Award 12 Sept 2019 County Approval of Award (15 days) 27 Sept 2019 Furniture Substantial Completion 31 July 2020

5.3 The schedule includes 15 calendar days for County review and approval of the Final Layouts and 15 calendar days for County review and approval of Finishes and Details.

6.0 FURNITURE PUNCH LIST AND ACCEPTANCE

- 6.1 Upon completion of installation, the Developer shall create a punch list identifying all items to be completed or corrected before final acceptance of the furniture. After delivery of the punch-list to the Owner, the Developer and the Owner shall conduct a furniture inspection and Owner shall add to the punch-list all items not included on punch list that Owner believes need completion or correction. Owner shall specifically note in punch-list any items that Owner believes must be completed or corrected prior to occupancy/substantial completion. All furniture not identified in the punch-list shall be considered accepted.
- 6.2 Within 15 days following notice of punch-list completion, the Owner shall reinspect the furniture identified in the punch-list. If the Owner determines that such furniture complies with the requirements of this Amendment, the Owner shall notify the Developer that the furniture has been accepted. If the Owner determines that all or any portion of the furniture punch-list does not conform to the requirements of this Amendment, the Owner shall promptly notify the Developer in writing, under no circumstance later than 15 days after the date of the inspection and detail the specific basis for the Owner's rejection.
- 6.3 Within 30 days after receipt of any notice of rejection, the Developer shall provide acceptable evidence of arrangements to remedy the basis for rejection. After the Developer remedies the rejection, the Developer shall notify the Owner in writing and the Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture. Any disputes between the County and Developer as to the appropriate date of Substantial and Final Completion of the furniture installation shall be subject to dispute resolution as provided in Turnkey Agreement.
- 6.4 Furniture warranties shall commence at Substantial Completion of the Furniture installation.

7.0 ASSUMPTIONS AND EXCLUSIONS

- 7.1 As to the additional scope of work related to the Furniture, as set forth herein, the terms of this Amendment and all attachments hereto shall control in the event of any inconsistencies or conflicts with the Turnkey Agreement, including any conflicting commercial terms and/or provisions stated in the exhibits.
- 7.2.2. Furniture consultants, designers, installers and vendors are not the Architect, Contractor and Sub-Contractors as defined in the Turnkey Agreement, and thus, are not bound by the requirements of the Architect, Contractor or Sub-Contractors including but not limited to payment procedures, insurance, and bonding. The insurance obligations, payment procedures, and any bonding for additional Scope of Work related to the Furniture is set forth in this Amendment.
- 7.3 The Developer shall be permitted to pay deposits per the standard furniture manufacturer terms when due and the County shall process such payments within 30-days of invoice, under the terms set forth in the Turnkey Agreement and General Conditions of Construction Contract.
- 7.4 Requirements for Design Documents and other design phase requirements set forth in the Amended and Restated Turnkey Agreement are superseded for the Scope of Work defined in this Amendment. The requirements set forth in the Amended and Restated

Turnkey Agreement shall remain in full force and effect as to all Work not related to Furniture set forth in this Amendment.

- 7.5 The insurance requirements for the Scope of Work for Furniture defined in this Amendment supersede the insurance requirements in the Amended and Restated Turnkey Agreement, as to the Furniture Scope of Work, and are included in Attachment "C". Payment and Performance bonds are not required for the Scope of Work related to Furniture. The Insurance Requirements in the Turnkey Agreement shall remain in place and full effect as related to the original Scope of Work stated in the Amended and Restated Turnkey Contract and obligations set forth therein. Payment and Performance bonds required under the Amended and Restated Turnkey Agreement remain in full force and effect and are unchanged by this Amendment.
- 7.6 The following terms from the Amended and Restated Turnkey Agreement are specifically excluded from this Scope of Work, as detailed and limited below:
- A) Article 2.3 MFD, as to the manufacturing of the furniture, but shall apply as to the installation work under this Scope of Work
- B) Article 2.4 Local Hiring Initiative, as to the manufacturing of the furniture, but shall apply as to the installation work under this Scope of Work
- C) Article 9 Insurance and Bonds
- 7.7 The following terms from the General Conditions are specifically excluded from this Scope of Work:
 - A) Article 2.4.2 Redline record drawings
 - B) Article 10.2.1 General Warranty and Special Warranties

General 1 Year Warranty is excluded including but not limited to 10.2.1.

Standard Manufacturer's warranties will be provided per Line 4.4 of this Amendment,

- C) Article 13.2.2 Retainage as to the manufacturing of the furniture, but shall apply to the installation work under this Scope of Work.
- D)Article 17 Bonds
- E) Article 19.2 Minority Contracting as to the manufacturing of the furniture, but shall apply as to the installation work under this Scope of Work.
- F) Article 19.3 American Steel
- G) Article 19.4 Prevailing Wage
- H) Article 19.5 Cost and Pricing Data

2. Photovoltaic System (Solar Power Electric System)

- 1.0 PHOTOVOLTAIC SYSTEM PERFORMANCE REQUIREMENTS shall comply with the terms and conditions of the Amended and Restated Turnkey Contract including its General Terms and Conditions.
- 1.1 These specifications cover the procurement of equipment, hardware, documentation, labor and supervision required for the installation of a grid-connected PV system. PV system to provide a minimum of 100kW.
- 1.2 All electrical components, including overcurrent protection, disconnect, surge suppression devices, conduit, wiring and terminals must have UL or equivalent listing and have

- appropriate voltage, current and temperature ratings for the application. Special attention should be given to appropriate ratings for components used in DC circuits.
- 1.3 Each PV system will be connected to the utility electric grid through a grid-interactive power conditioner (inverter). The design and specification of the PV modules, utility interconnections, PV system electrical design, and PV array mechanical design are described in the following sections and per local Utility Requirements.
- 1.4 The inverter, AC and DC disconnects, and any other required electronics shall be installed near the array, where they may be exposed to weather and possible vandalism. The contractor will provide a suitable, lockable enclosure for housing these components. This enclosure shall provide any venting and weather sealing required by the electronics enclosed. All electrical enclosures shall be rated as NEMA 3R or better and have superior strength and corrosion resistance properties.
- 1.5 All series connected strings of modules (also known as panels, or source circuits) must include a series fuse as required by UL and NEC to prevent damage to wiring or other system components. Parallel connections of modules in individual source circuits are not permitted. Parallel-connected cells within individual modules are allowable as long as the module listing allows for the series fuse required for this configuration.
- 1.6 All series connected strings of modules (source circuits) must also include a blocking diode to prevent reverse currents. These diodes should have low voltage drop to meet the requirements above, and have a voltage and current ratings (at temperature) at least twice the open-circuit voltage and short-circuit ratings of the source circuits.
- 1.7 Ground-fault protection devices should be included as part of the inverter as required by the NEC. These devices must be capable of detecting array ground faults, shunting the fault current to ground, and disabling the array until the fault has been cleared.
- 1.8 All terminations must use listed box terminal or compression type connections. Twist on wire splices, crimped, soldered or taped connections are not permitted for the required field installed wiring. Proper torque specifications should be provided for all of the required field connections.
- 1.9 All module frames, panel/array support structures, metal enclosures, panel boards and the inverter cabinet should be provided with connections for bonding to a common grounding conductor and terminating at the ground rod at the utility service entrance point. In addition, provisions for grounding the neutral of the PCS output shall be provided. The DC negative circuit may be common to the AC neutral in the PCS design and under no circumstances should multiple connections to ground be specified for current carrying conductors in the system.
- 1.10 Loss of Line: The PCS shall not operate without the line voltage present. The inverter shall sense a "loss of line" (utility) condition and shall automatically disconnect from the line. In the event of multiple PCSs and/or balanced load on a common line, the inverter shall contain circuits (such as Sandia Voltage Shift and Sandia Frequency Shift) that will cause the inverter voltage or frequency to drift downwards under loss of line conditions and cause it to cease energizing the grid within two seconds after loss of line. The PCS restart shall occur automatically after restoration of line voltage and frequency for at least five minutes

2.0 PRODUCT SELECTION FOR MOUNTING

- 2.1 Support PV systems associated with NOB roof uses a fixed rail system capable of withstanding extreme wind loads as specified herein and in the contract documents.
- 2.2 Structural Performance: Provide mounting systems capable of withstanding the effect of gravity loads and the following loads and stresses within limits and under conditions indicated:
- 2.3 Design Loads: As indicated on structural Drawings, (including referenced ASCE 7, "Minimum Design Loads for Buildings and Other Structures)."
- 2.4 Dead Loads: Include vertical loads induced by the PV system and their associated mounting systems.
- 2.5 Roof Snow Loads: Include vertical loads induced by weights of snow based on loads identified for project. Allow for unbalanced and drift loads in design.
- 2.6 Wind Loads: Include horizontal loads and uplift loading as indicated on the Structural Drawings for components and cladding.
- 2.7 Load combinations: Design mounting system to withstand most critical of load factors and load combinations as required by Chapter 16 of the International Building Code as applicable to the Project (including referenced ASCE 7, "Minimum Design Loads for Buildings and Other Structures)."

3.0 SUBMITTALS

- 3.1 Product Data: Submit for panels, mounting hardware, inverters, Data Acquisition System (DAS), accessories, and components indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- 3.2 Site Parameters Report: Submit report identifying environmental and bioclimatic conditions at site including, but not limited to, solar irradiation, solar insolation, altitude, humidity, maximum temperature, minimum temperature, rooftop ambient temperature, and seasonal ambient conditions that impact energy production of PV system.
- 3.3 Shop Drawings: For PV system and related equipment, submit the following:
- 3.4 Dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings. Include the following:
- 3.5 PV System Array and Equipment Layouts.
- 3.6 Mounting system (stamped and sealed by licensed structural engineer)
- 3.7 Sections and Elevations.
- 3.8 Roof Penetrations.
- 3.9 Construction Staging and Storage Areas.
- 3.10 Test Reports.
- 3.11 System Weight, including subtotals by area.
- 3.12 Wiring Diagrams: Submit complete wiring diagrams indicating required power, signal, monitoring, and control wiring. Include all schematic diagrams, overcurrent protection sizes, wire sizes, and similar information. Wiring diagrams shall differentiate between manufacturer-installed and field-installed wiring details.
- 3.13 Data Acquisition System (DAS): For DAS, submit the following product data:
- 3.14 Technical specifications for measurement devices to be utilized.
- 3.15 Catalog cut sheets of all devices to be used. Clearly indicate which model number is being submitted on all cut sheets.

- 3.16 Technical specifications for all types of wires to be provided.
- 3.17 One example of charts and reports as described herein.
- 3.18 Identification of deviations from materials or methods described in this Section for DAS.
- 3.19 Proofs of all display screens for DAS for Government editing and approval. Refer to Part 2 Article on Data Acquisition System.
- 3.20 Structural Certification: Certification by licensed structural engineer demonstrating ability of roof to support all loads required for PV system.
- 3.21 Factory Test Reports: Solar panels and inverters.
- 3.22 Field Test Reports: Submit written test reports; include the following:
- 3.23 Test procedures used.
- 3.24 Final Test results. Include all test results and demonstrate their comparison to and compliance with requirements. Provide test results on uplift of the pedestals supporting PV systems.
- 3.25 Report shall include results of all failed tests and corrective action taken to achieve test results that comply with requirements.
- 3.26 Operation and Maintenance Manuals:
- 3.27 Each item of equipment and each system: Include description of unit or system, and component parts. Give function, normal operating characteristics, and limiting conditions. Include commercial number of replaceable parts.
- 3.28 Provide approved engineering submittals. Include equipment sizing calculations.
- 3.29 Provide manufacturer's installation wiring diagrams and schematic diagrams.
- 3.30 Include as-installed color coded wiring diagrams and schematic diagrams with wire functions labeled on the diagrams.
- 3.31 Operating procedures: Include routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instruction. Include summer, winter, and any special operating instructions. Include the preferred mounting angle of solar panels for summer and winter optimum performance.
- 3.32 Maintenance requirements: Include required materials, routine procedures and guide for cleaning, trouble-shooting, and repairing solar panels including disassembly, repair and reassembly instructions, alignment, adjusting, balancing, and checking instructions. Include procedures for testing printed circuit boards, cells, and modules.
- 3.33 Include manufacturer's printed installation manuals, operation and maintenance instructions, and repair guides.
- 3.34 Provide manufacturer's control diagram and repair guide for each piece of equipment.
- 3.35 Provide original manufacturer's parts list, illustration, assembly drawings, repair guide, and diagrams required for maintenance.
- 3.36 Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- 3.37 Provide a screen shot of each display page of DAS output.
- 3.38 For PV systems with solar panels installed in a manner that limits maintenance access to less than two sides of each solar panel, provide preferred method for preventing undesirable vegetation around solar panels and for protecting the solar panels while removing vegetation around solar panels.
- 3.39 Spare Parts Inventory: List of spare parts being turned over to Government at completion of project, and list of spare part required for ongoing maintenance of system.
- 3.40 Warranties: provide sample warranties specified in this section.

4.0 OUALITY ASSURANCE

- 4.1 Source Limitations: Obtain solar panels from single manufacturer. Mounting for PV system specified in this Section shall be from single manufacturer. PV system inverters shall be from single manufacturer. PV system DC combiner boxes and AC collector panels shall be from single manufacturer. PV system isolation transformers shall be from single manufacturer.
- 4.2 Manufacturer: Manufacturer of any PV equipment shall be company specializing in manufacturer of PV equipment, and have at least 2 years of documented experience with their hardware in commercial applications in field.
- 4.3 Listing and Labeling: List and label electrical components, devices, and accessories, as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- 4.4 Comply with all applicable Building Codes
- 4.5 Certificate of Compliance: Provide certificate of compliance to referenced standards from manufacturer of PV Systems.
- 4.6 Qualifications:
- 4.61 Provide qualifications of Testing Facility and individual who will be performing tests.
- 4.62 Installation Personnel: Submit evidence prior to work that persons who are to perform work herein have appropriate training or experience in PV system installation and design, and hold proper licenses where applicable.
- 4.63 Pre-installation Conference: Before installation of PV system begins, conduct pre-installation conference at project site with installers, and other interested parties to review procedures, schedules, safety and coordination of installation with other elements of the work. Contractor shall notify Project Director/COR of anticipated date of this conference at least three weeks prior to meeting. Several conferences may be needed, depending upon system complexities and construction schedule.

5.0 DELIVERY, STORAGE, AND HANDLING

- 5.1 Deliver and receive all PV system materials required for the work.
- 5.2 Prior to and during construction, provide secure storage on site for all PV system materials stored on site.
- 5.3 Store and handle to comply with manufacturer's directions, and as required to prevent damage to glass, PV materials, and system component electronics.
- 5.4 If stored in areas subjected to weather, cover PV panels and system component electronics to provide protection from weather, dirt, dust, corrosive substances, and physical damage.
- 5.5 Replace any scratched or damaged PV system materials or system components.

6.0 PROJECT CONDITIONS

- 6.1 Environmental Limitations: Rate equipment for continuous operation under the following site-specific conditions, unless otherwise indicated:
- 6.2 Ambient Temperature: -40° C to 85° C.
- 6.3 Altitude: Sea level
- 6.4 Relative humidity: Up to 100% non-condensing.

7.0 COORDINATION

- 7.1 Coordinate layout and installation of PV System and components with other construction, including conduit, piping, equipment, roof drains, roof penetrations, antennas, and adjacent obstructions and surfaces. Maintain required clearances for workspace and equipment access.
- 7.2 Coordinate size and locations of mounting bases and casting of anchor-bolt inserts into concrete slabs, beams and columns.
- 7.3 Coordinate location of ballast support rails with existing structural framing.
- 7.4 Coordinate system with structural capability of roof structure. Coordination of loading from PV mounting system with design of main building is responsibility of Structural Engineer of Record.
- 7.5 Coordinate Roof Slope: Project-specific application will define PV system slope; however, mounting system requires coordination with roof slope for water drainage.
- 7.6 Coordination with roof membrane: Contractor shall coordinate type, thickness, and construction of roof membrane. PV System shall be able to function with installed roof membrane and not create leaks in roof. Contractor shall ensure that PV system does not cause roof to leak.
- 7.7 Provide system technical coordination for utility interconnection agreements. Provide grid connection as required, and in location as designated by local utility company.
- 7.8 Coordinate electrical voltage, phase, and frequency characteristics of PV system's output with electrical characteristics of local utility company.

8.0 WARRANTIES

- 8.1 General: Provide 5 years of technical phone support for technicians and designated maintenance personnel for PV system components and Data Acquisition System (DAS).
- 8.2 Silicon PV Panels: Panels installed in system shall have 25-year manufacturer warranty and a minimum of 10 years warranty on material defects from written acceptance of PV system by Government, to exhibit power output of not less than 80 percent of rated power specified at time of delivery. If during this period any solar panels exhibit power output of less than 80 percent, manufacturer shall replace malfunctioning solar panels. Refer to Article on Commissioning. PV array shall achieve guaranteed minimum of 150 Watts per Square Meter.
- 8.3 Power Conditioning Equipment: Power conditioning equipment shall have 5-year product warranty from written acceptance of PV system by Government, with option to purchase tenyear warranty. During warranty period, manufacturer shall repair or replace power conditioning unit. Warranty shall include on-site troubleshooting completed by local electrician with phone support from equipment manufacturer.
- 8.4 Data Acquisition Equipment: Data acquisition equipment shall have a 5-year product warranty from written acceptance of PV system by Government with option to purchase tenyear warranty. During warranty period, manufacturer shall repair or replace the unit. Warranty shall include on-site troubleshooting completed by local electrician with phone support from equipment manufacturer.
- 8.5 Solar inverters shall have minimum of 10-year manufacturer warranty on materials and performance
- 8.6 Mounting hardware and support structure shall have a minimum 25-year manufacturer warranty on materials.

9.0 EXTRA MATERIALS

- 9.1 Based upon systems used for this project, furnish extra materials described below that match products installed, packaged with protective covering for storage, and identified with labels describing contents.
- 9.2 Solar panels on roof: 6
- 9.3 String Inverters: 1
- 9.4 Fuses: 6
- 9.5 Connectors: 6
- 9.6 Blocking Diodes: 10
- 9.7 Bypass Diodes: 10

10.0 MAINTENANCE SERVICE

10.1 Continuing Maintenance Proposal: Furnish proposal from Installer to Government for continuing maintenance agreement for period of five one-year, annually renewable periods starting from end of Initial Maintenance Period. State services, obligations, conditions, and terms of agreement period; intent is to receive full-service coverage. Services shall include annual inspections and annual 8-hour on-site refresher training. Services are not intended to cover costs of parts and labor resulting from system damage due to significantly unusual natural forces or vandalism.

11.0 COMPENSATION AND GENERAL CONDITIONS

- 11.1 The total cost for delivery of a Photovoltaic System (Solar Power Electric System) in conformance with the terms set forth above shall be an Allowance of \$399,000.
- 11.2 All provisions of the Amended and Restated Turnkey Contract and its General Conditions apply to the Scope of Work related to the Solar Power Electric System.

III. Substantial Completion

- A. General Conditions Article 1.1.103(i) [shall be] amended to read: "Substantial Completion is the stage in the progress of the Work, as confirmed by the Developer and the County, when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents (i) so the County can occupy or utilize the entire Work or designated portion thereof for its intended use, or Developer has satisfied the requirements of General Conditions Article 14.2 as amended herein and (ii) that the completion or correction of any Punch List items can be accomplished within a period of ninety (90) days, except for Long Lead Items. Substantial Completion is exclusive of all County provided and/or installed items."
- B. Article 14.2.2.2 shall be amended to read "Final test reports and certificates of inspection and approval as required for use and occupancy other than the Fire Marshal's approval;"
- C. Article 14.2.2.3 shall be amended to read "Not used;"
- D. Article 14.3.3 shall be amended to add a new subparagraph .11 that shall read "Fire Marshall's Approval."

IV. Compensation

This Amendment shall revise the GMP by a total of \$5,642,513.00 from \$152,076,473 to \$157,718,986, as further described below:

Amended and Restated Turnkey Agreement GMP	\$152,076,473
Increase by previous Change Orders MCCOR #101 through MCCOR #128	\$418,968
Additional Compensation for Furniture Scope of Work	\$4,824,545
Additional Compensation for Photovoltaic System Scope of Work	\$399,000
Revised Amended and Restated Turnkey Agreement GMP	\$157,718,986

V. Effect

- A. Except for as materially changed in this Amendment relating to the additional work set forth in this Amendment, the terms, requirements, and obligations set forth in the Amended and Restated Turnkey Contract remain in place with full force and effect. Additionally, all terms and conditions set forth in the Amended and Restated Turnkey Contract, unless where specifically stated in this Amendment, carry through to and apply to the Work set forth in this Amendment. The General Conditions of Construction Contract set forth and incorporated into the Amended and Restated Turnkey Contract apply to the performance of the obligations and Work set forth in this Amendment.
- B. This Amendment is entered into on the date of signature by the Director, Office of Procurement.
- C. No goods or services are to be provided pursuant to this Amendment until it is signed by the Director, Office of Procurement.

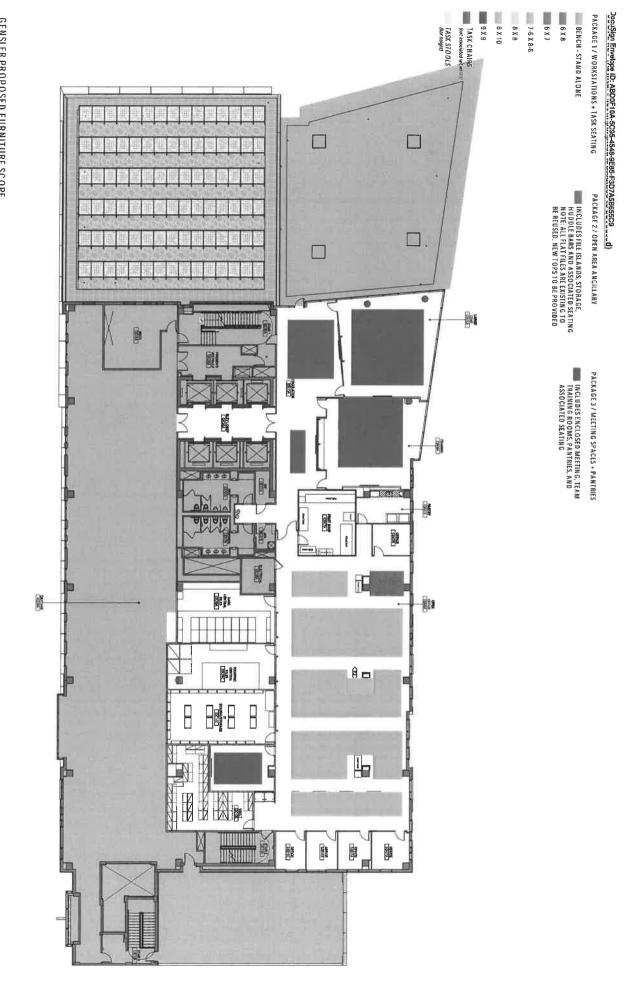
[SIGNATURE PAGE TO FOLLOW]

SIGNATURES

SC/BA WHEATON OFFICE, LLC, A Maryland limited Liability Company	MONTGOMERY COUNTY, MARYLAND
By: SC WHEATON OFFICE, LLC. It's Managing Partner	Pam Jones, CPPQ, Acting Director Office of Procurement
By: Vouglas M. Firstenberg Name: Douglas M. Firstenberg Title: Manager	Date
	RECOMMENDED
Douglas M. Firstenberg Typed Name	Al Roshdieh, Director Department of Transportation
Manager Title	3/27/19 Date
3/21/2019	
Date	APPROVED AS TO FORM AND LEGALITY BY THE
JM	OFFICE OF THE COUNTY ATTORNEY
	La Oy
	Associate County Attorney
	3/26 / Zol¶ Date

ATTACHMENT A

SCHEMATIC FURNITURE LAYOUTS AUGUST 2018



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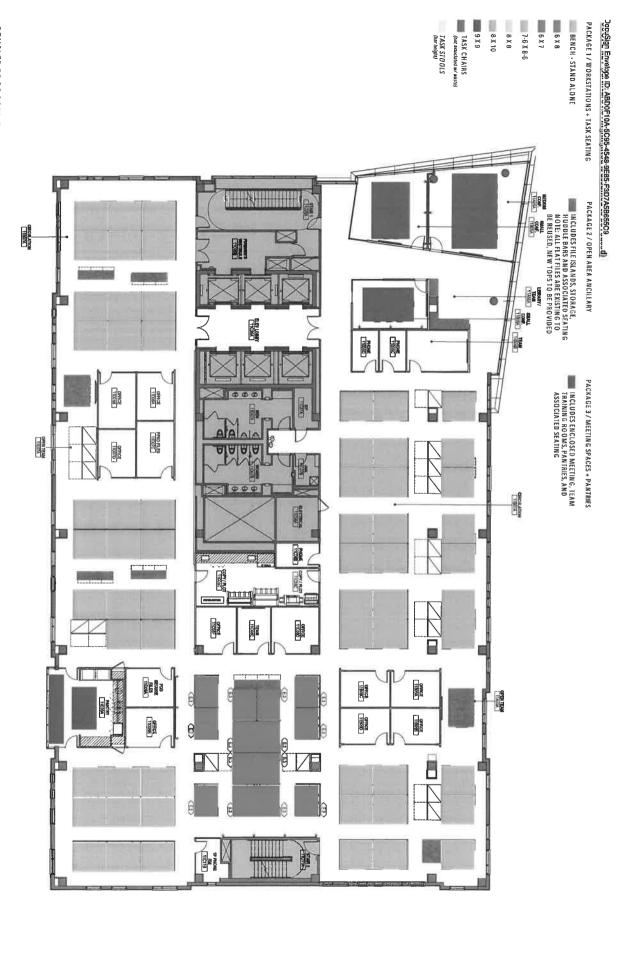
GENSLER PROPOSED FURNITURE SCOPE 6 JUNE 2018

FLOOR 05

GENSLER PROPOSED FURNITURE SCOPE 6 JUNE 2018

GENSLER PROPOSED FURNITURE SCOPE 6 JUNE 2018

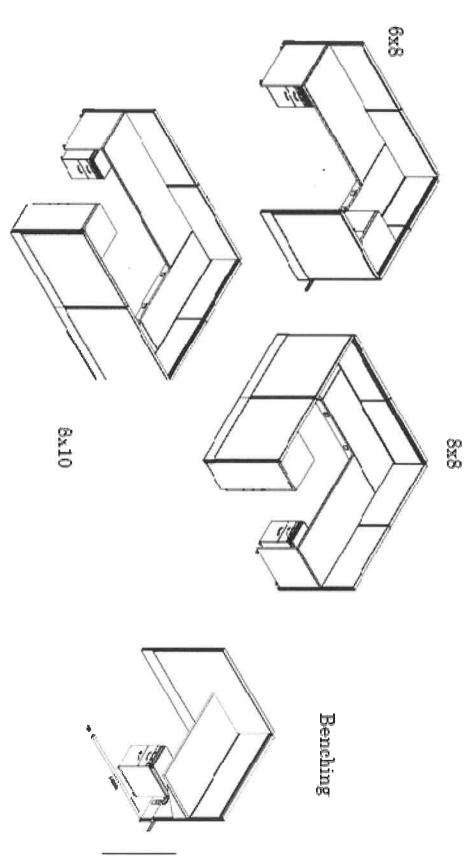
GENSLER PROPOSED FURNITURE SCOPE 6 JUNE 2018



GENSLER PROPOSED FURNITURE SCOPE 6 JUNE 2018

WORKSTATION BASIS OF DESIGN

Workstation Types - Concept

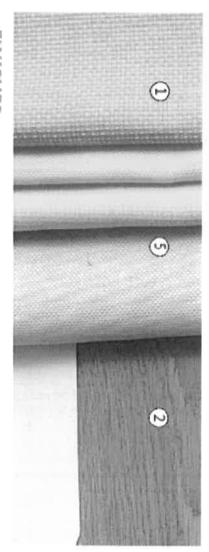


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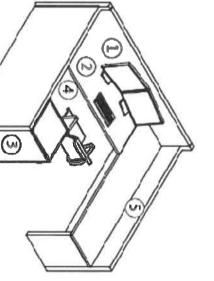
TYPEA.1

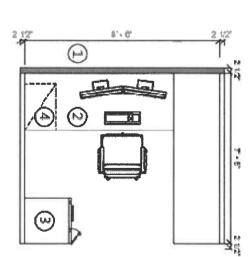
7.5 X 8.5 (interior)

- Spine wall 48" high, based on Knoll Morrison panel heights.
- Primary worksurface 30" deep.
 Return is 24" deep.
- 3. Wardrobe 24" x 24" x 42" Powder coated white.
- 4. Storage Mobil pedestal (box, file, with cushion). Powder coated white.
- 5. All panels other than spine to be white fabric



FINISHES





AXON

Scale 3/8" = 1'-0"

LAN

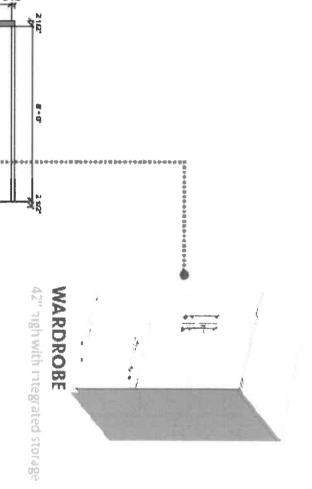
Scale 3/8" = 1.0"

DRAF!

STORAGE COMPONENTS

1. Wardrobe - 24" x 24" x 42". Powder coated white.

 Storage - Mobile pedestal (box file, with cushion). Powder coated white.







MOBILE PEDESTAL

box-file, with cushion top



reference image

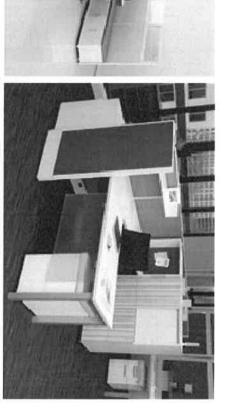
17 MAY 2018 WCRKSTATION DESIGN RECLEVEL 10

Workstation Manufacturer Reference Images





Knoll Morrison Remanufactured Bank of America Charlotte, NC



AIS Divi Showroom

OTHER FURNITURE - REFERENCE IMAGES

Attachment B

<u>Estimate</u>	
Furniture Specifications	\$ 150,000
Furniture Consultant	\$ 475,000
Reimbursables	\$ 19,805
Furniture Procurement & Installation	\$ 3,900,000
Unforeseen Conditions Allowance	\$ 50,000
StonebridgeCarras 5% Fee	\$ 229,740
Total	\$ 4,824,545

ATTACHMENT C

INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Consultant Insurance

- 1. The Consultant shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described below. The insurance described in this Exhibit shall be placed with insurance companies allowed to do business in the jurisdiction where the work is being performed. All policies shall be written on an occurrence basis except Professional Liability. All insurance required by this Exhibit shall be in form, amounts and with coverage and deductibles satisfactory to Owner, in its sole discretion.
- 1.1 <u>Worker's Compensation.</u> Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all statutory requirements. Such insurance shall include Employer's Liability with limits of \$500,000 for each accident, \$500,000 for disease policy limit, and \$500,000 for each employee for disease, in the aggregate. Such policy shall contain a waiver of subrogation clause in favor of the Owner Parties (defined below); other states insurance; voluntary compensation insurance; and occupational disease insurance:
- 1.2 <u>Commercial General Liability Insurance</u>. Commercial General Liability Insurance in Consultant's name with a limit not less than \$1,000,000 per occurrence bodily injury and property damage; \$1,000,000 personal and advertising injury; \$2,000,000 in the general aggregate per project; and \$2,000,000 in the products/completed operations aggregate Such policy(ies) shall be the broadest enhanced Commercial General Liability coverage currently available in the market, but in no case less than or more restrictive than the ISO Form CG 00 01 10 01 or its equivalent. Such policy(ies) shall include coverage for ongoing operations, independent contractors, and any and all persons and entities performing work on behalf of the Consultant and must be further endorsed to:
- (a) Name Owner, as referenced in Exhibit E any entity providing financing for the Project, Stonebridge Associates, Inc., Stonebridge Carras, LLC, and each of their related or affiliatesd, entities, subsidiaries, parent corporations, owners, holding entities, partnerships, joint ventures, limited liability companies, and assigns of every tier and each of their respective managers, trustees, directors, members, partners, officers, shareholders, employees and agents (individually, an "Owner Party" and collectively, the "Owner Parties") as additional insureds. In addition, the Owner may notify Consultant in writing of other entities it wishes to include as additional insureds. Upon such notification, Consultant shall name such entities as additional insureds and provide evidence of coverage to the Owner within five (5) working days of such request.
- (b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.
 - (c) Waive any and all right of subrogation against all of the Owner Parties.
- (d) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.
- (e) Provide personal injury coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.
 - (f) Provide contractual liability coverage, including indemnification liability.
- 1.3 <u>Commercial Automobile Liability Insurance</u>. Commercial Automobile Liability Insurance for any and all claims for damages due to bodily injury (including death) or property damage arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles. Such insurance shall provide limits of liability in an amount not less than \$1,000,000 combined, single limit, bodily injury and property damage, per accident. Such policy must be further endorsed to:
 - (a) Name the Owner Parties as additional insureds.

- (b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.
 - (c) Waive any and all right of subrogation against all of the Owner Parties.
- (d) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.
- 1.4 Umbrella or Excess Liability Insurance. Umbrella or excess liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in the foregoing Sections 1.1(Employer's Liability only), 1.2 and 1.3 with a \$5,000,000 minimum limit per occurrence and aggregate. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance; provided that aggregate limits of liability, if any, shall apply separately to claims. Such insurance shall be maintained in effect for the same duration as the underlying insurance in the foregoing Sections 1.1. (Employer's Liability only), 1.2 and 1.3.
- Professional Liability Insurance. Professional liability insurance on a claims made basis covering claims due to the professional errors and omissions of the Consultant with a \$2,000,000 minimum limit per claim, with no pollution exclusion. Such insurance shall be maintained during the course of the Project and for 3 years thereafter.

All coverages provided in said policy shall be retroactive to the earlier of the effective date of the Agreement or the applicable subcontract, or the commencement of any professional services related to the Scope of Service. The professional liability insurance coverage must be maintained continuously during the term of the applicable agreement or subcontract and for a period of not less than three (3) years following substantial completion of the Project. The professional liability insurance shall include, but not be limited to. contractual liability insurance to the maximum extent commercially reasonably available for the indemnification obligations of the Consultant. In no event shall the policy include a deductible or self-insured retention in excess of \$25,000 per claim without the prior written consent of the Owner Parties. The policy shall not contain any exclusion or limitation applicable to the Scope of Service, work or the Project or applicable to work, services or projects of the type contemplated by the applicable Agreement or Subcontract. The professional liability insurance shall include, by endorsement or by policy provision reasonably acceptable to the Owner, a waiver of subrogation in favor of the Owner Parties, the Contractor and all Subcontractors of every tier.

2.	<u>Subconsultants</u> .
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- Simultaneously with execution of this Agreement, the Consultant shall file with the Owner one (1) valid/original certificate of insurance, including the required amendatory riders and endorsements, evidencing that all required insurance is in force, executed by an authorized representative of the insurance company. The Consultant shall also deliver to the Owner, upon Owner's request, certified copies of the insurance policies required to be maintained pursuant to this Exhibit within forty five (45) days of the date of the Agreement or ten (10) days after the issuance of the policies by the insurer, whichever is later, but in all events no later than seventy five (75) days after the date of the Agreement. The Consultant shall also deliver to the Owner, within seven (7) days of the Owner's request, a certificate of the Consultant or its insurance agent stating that all premiums due with respect to such required policies have been paid currently and that such policies are in full force and effect, and if required, a copy of the receipt for the payment of premiums. Not later than five (5) business days prior to the expiration date of each of the required policies the Consultant shall deliver to the Owner a certificate of insurance evidencing renewal of coverage as required herein, together with evidence of payment of premium satisfactory to the Owner. Not later than seventy five (75) days after the renewal of each of the insurance policies, at the Owner's request, the Consultant shall deliver to the Owner a certified copy of each renewal policy.
- 3.2 Each insurance policy shall contain a provision whereby the insurer agrees that such policy shall not be canceled or fail to be renewed, lapsed or reduced in coverage as required herein without in each case at least thirty (30) days prior written notice to the Owner.
- 3.3 All certificates and policies of insurance and all notices required pursuant to this Exhibit must be sent to the attention of:

Jane Mahaffie c/o Stonebridge Associates, Inc. 7200 Wisconsin Avenue Bethesda, MD 20814

- 3.4 Receipt and review by Owner any other Owner Party of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Consultant of its obligation to comply with the insurance provisions of this Agreement.
- 3.5 The insurance provisions of this Agreement shall not be construed as a limitation on the Consultant's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.
- 3.6 All insurance shall be issued by insurance companies with a policyholder "Best's Key Rating Guide" of at least "A" and a financial size of at least "Class VIII" unless otherwise agreed by Owner. If, at any time during the period in which the Consultant is required to maintain insurance hereunder, the rating of any of insurance carriers is reduced below the rating required, Consultant shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.
- 3.7 Regardless whether Consultant's liability hereunder is or is not covered by insurance, Consultant's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement or otherwise by the Overall Contract.
- 3.8 In the event that Consultant fails to maintain in full force and effect any of the insurance coverages required herein, Owner shall have the right (but not the obligation) to terminate the Contract immediately or to procure and maintain such insurance or any part thereof at Consultant's cost. The cost of such insurance (together with an administrative charge equal to 5% of the premiums therefor) shall be payable on demand by Consultant to Owner and shall accrue interest from the date of demand until paid at the annual rate of the Citibank

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B. INDEMNIFICATION

- 1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend (except with respect to claims described in subsection (b) below) the Owner Parties from and against claims, demands, liabilities, damages, losses, causes of action, costs, expenses (including, but not limited to, court costs, reasonable attorneys' fees and expenses), proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal), fines and penalties of any nature whatsoever (collectively, "Losses") as follows:
- 1.1 General Liability: Losses incurred by reason of property damage (including loss of use or value), personal injury (including bodily injury, mental injury, death, violation of civil rights, defamation, wrongful arrest and invasion of privacy), theft or damage to the environment, in each case in any way deriving from a claim against any of the Owner Parties arising from or out of, or in connection with, or relating to (or alleged to arise from or out of, or in connection with, or relate to), directly or indirectly, in whole or in part the alleged or actual non-professional acts, errors or omissions of the Consultant, Consultant's subconsultants or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable (collectively, "Consultant Parties").
- 1.2 Professional Liability: Losses incurred to the extent arising out of or in connection with the negligent professional errors or omissions of the Consultant Parties.
- 1.3 Consultant's indemnity obligations hereunder do not, however, include any obligation to pay any Losses not permitted by law.
- 1.4 Nothing contained in this Section shall be construed as an agreement to indemnify any of the Owner Parties for their own negligence or willful misconduct, but the obligation to defend (if applicable) shall continue until such negligence or willful misconduct has been finally determined.
- 2. To the fullest extent permitted by law, the Consultant shall be liable to, and shall indemnify, hold harmless and defend the Owner Parties from and against, any and all Losses relating in any way to infringement of any copyright, trademark, patent or other intellectual property arising out of the preparation or use of any documents, drawings, specifications, or other design materials furnished by any of the Consultant Parties in the performance of the Contract (collectively, "Work Product"), unless the Consultant has informed Owner of a possible infringement and Owner has given its prior written approval of the use of the system, method, or equipment in question.
- 3.. The obligations of the Consultant set forth in this Section B shall (a) not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any of the Consultant Parties under compensation acts, disability benefit acts or other employee benefit acts, and (b) survive the expiration or earlier termination of the Agreement.

C. NAMED AND ADDITIONAL INSURED

- 1. Client, Wheaton / Silver Spring, LLC
- 2. Stonebridge Associates, Inc.
- 3. StonebridgeCarras, LLC
- StonebridgeCarras Management, LLC
- 5. Bozzuto Development Company, LLC
- 6. Bozzuto Holdings, LLC
- 7. Bozzuto & Associates
- 8. Montgomery County, Maryland
- And each of their direct and indirect members, partners, affiliates, lenders, beneficiaries, and investors shall be named as an
 additional insured on general liability coverage, including umbrella, automobile, employer's liability, and contractor's pollution liability.